



MIAMI-DADE COUNTY CLERK OF THE COURTS

HARVEY RUVIN

[Contact Us](#)

[My Account](#)



CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

⏪ BACK

Not all search results will be displayed on-line. For example, the following case types (Sealed, Juvenile, Adoption and Mental Health Cases) may or may not be in existence and may or may not be viewable by the public pursuant to Florida Supreme Court Mandate and the corresponding [Access Security Matrix](#).

MSP RECOVERY CLAIMS, SERIES, LLC VS STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

Local Case Number:	2022-017956-CC-25	Filing Date:	07/08/2022
State Case Number:	132022CC017956000025	Judicial Section:	CG02
Consolidated Case No.:	N/A	Case Type:	Personal Injury Protection (\$8,001 - \$15,000)
Case Status:	OPEN		

👤 Parties

Total Of Parties: 2 +

🔍 Hearing Details





Total Of Hearings: 0 +

📅 Dockets

Total Of Dockets: 17 -

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
📄	15	07/28/2022		Notice of Appearance	Event	
📄	14	07/28/2022		Notice of Appearance	Event	
📄	13	07/27/2022		Notice of Appearance	Event	
📄	12	07/27/2022		Notice of Compliance	Event	WITH RULE 2.516(B)(1) AND DESIGNATION OF E-MAIL ADDRESS
📄	11	07/27/2022		Demand for Jury Trial	Event	
📄	10	07/26/2022		Notice of Service of Process	Event	Parties: State Farm Mutual Automobile Insurance Company
		07/13/2022		20 Day Summons Issued	Service	
📄	9	07/13/2022		ESummons 20 Day Issued	Event	RE: INDEX # 4. Parties: State Farm Mutual Automobile Insurance Company
		07/13/2022		20 Day Summons Issued	Service	
📄	8	07/13/2022		ESummons 20 Day	Event	RE: INDEX # 3. Parties: State Farm Mutual Automobile Insurance Company



20 Day Docket					
Number	Date	Book/Page	Entry	Event Type	Comments
7	07/13/2022		Receipt:	Event	RECEIPT#:3200073 AMT PAID:\$10.00 NAME:RICO, NATALIE M., ESQ 444 SW 2ND AVE STE 945 MIAMI FL 33130 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 2139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$10.00 RECEIPT DATE:07/13/2022 REGISTER#:320 CASHIER:EFILINGUSER
6	07/13/2022		Receipt:	Event	RECEIPT#:3200072 AMT PAID:\$10.00 NAME:RICO, NATALIE M., ESQ 444 SW 2ND AVE STE 945 MIAMI FL 33130 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 2139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$10.00 RECEIPT DATE:07/13/2022 REGISTER#:320 CASHIER:EFILINGUSER
5	07/13/2022		Receipt:	Event	RECEIPT#:3200001 AMT PAID:\$300.00 NAME:RICO, NATALIE M., ESQ 444 SW 2ND AVE STE 945 MIAMI FL 33130 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 2100-COUNTY FILING FEE 1 \$300.00 \$300.00 TENDER TYPE:EFILINGS TENDER AMT:\$300.00 RECEIPT DATE:07/13/2022 REGISTER#:320 CASHIER:EFILINGUSER
	4	07/12/2022	(M) 20 Day (C) Summons (Sub) Received	Event	
	3	07/12/2022	(M) 20 Day (C) Summons (Sub) Received	Event	
	2	07/08/2022	Complaint	Event	
	1	07/08/2022	Civil Cover Sheet - Claim Amount	Event	

⏪ BACK

Please be advised:

The Clerk’s Office makes every effort to ensure the accuracy of the following information; however it makes no warranties or representations whatsoever regarding the completeness, accuracy, or timeliness of such information and data. Information on this website has been posted with the intent that it be readily available for personal and public non-commercial (educational) use and to provide the public with direct online access to information in the Miami-Dade Clerk’s Office information systems. Other than making limited copies of this website's content, you may not reproduce, retransmit, redistribute, upload or post any part of this website, including the contents thereof, in any form or by any means, or store it in any information storage and retrieval system, without prior written permission from the Miami-Dade Clerk’s Office.

If you are interested in obtaining permission to reproduce, retransmit or store any part of this website beyond that which you may use for personal use, as defined above, visit our [Web API Services](#). You can review the complete [Miami-Dade County Disclaimer](#)

General

[Online Case Home](#)

[Civil / Family Courts Information](#)

[Login](#)

Help and Support

[Clerk's Home](#)

[Privacy Statement](#)

[ADA Notice](#)

[Disclaimer](#)



[Contact Us](#)

[About Us](#)



HARVEY RUVIN

Miami-Dade County
Clerk of the Courts

73 W. Flagler Street
Miami, Florida 33130

305-275-1155

©2022 Clerk of the Courts. All rights reserved.



FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MSP Recovery Claims, Series, LLC
Plaintiff

Case # _____
Judge _____

vs.

State Farm Mutual Automobile Insurance Company
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
☒ \$8,001 - \$30,000
☐ \$30,001- \$50,000
☐ \$50,001- \$75,000
☐ \$75,001 - \$100,000
☐ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☒ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☒ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

3

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Natalie Marie Rico
Attorney or party

Fla. Bar # 65046
(Bar # if attorney)

Natalie Marie Rico
(type or print name)

07/08/2022
Date

IN THE COUNTY COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

MSP RECOVERY CLAIMS, SERIES LLC,

Plaintiff,

CASE NO.:

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

COMPLAINT

Plaintiff, MSP Recovery Claims, Series LLC (“Plaintiff” or “MSP Recovery”) files this Complaint against State Farm Mutual Automobile Insurance Company (“Defendant”).

OVERVIEW

1. This is an action under Title XVIII of the Social Security Act, 42 U.S.C. § 1395 et seq., to enforce the right of reimbursement of Medicare conditional payments pursuant to 42 U.S.C. § 1395y(b) and 42 U.S.C. § 1395w-22(a)(4). MSP Recovery seeks to recover certain conditional payments of Medicare benefits that its assignor, AvMed, Inc. (“AvMed”), made with respect to medical expenses for items and services incurred by C.O.¹, a Medicare beneficiary, for which Defendant was the primary payer under the Medicare Secondary Payer Act (“MSP Act”).

PARTIES

2. MSP Recovery is a Delaware series limited liability company with a principal place of business in Coral Gables, Florida. MSP Recovery, through its operating agreement, has standing

¹ Upon the entry of a protective order, Plaintiff will file the full name of this beneficiary under seal to comply with the Health Insurance Portability and Accountability Act of 1996 and its related administrative regulations.

to file suit on behalf of its series LLCs, and through that operating agreement, MSP Recovery has the right to pursue the claims assigned by AvMed.

3. MSP Recovery has established various designated series pursuant to Delaware law in order to maintain various claims recovery assignments separate from other Company assets, and in order to account for and associate certain assets with certain particular series. Pursuant to MSP Recovery's limited liability agreement, all designated series form a part of MSP Recovery. MSP Recovery may receive assignments in the name of MSP Recovery and further associate such assignments with a particular series or may have claims assigned directly to a particular series. In either event, MSP Recovery will maintain the right to sue on behalf of each series and pursue any and all rights, benefits, and causes of action arising from assignments to a series. Any claim or suit may be brought by MSP Recovery in its own name, or it may elect to bring suit in the name of its designated series.

4. MSP Recovery's limited liability agreement provides that any rights and benefits arising from assignments to its series shall belong to MSP Recovery.

5. AvMed, contracted with the Centers for Medicare and Medicaid Services ("CMS") to administer Medicare benefits for Medicare beneficiaries who elect to enroll in the Medicare Advantage (Part C) and Medicare Prescription Drug (Part D) programs. As such, AvMed is a Medicare Advantage ("MA") organization ("MAO") with a CMS contract number of H1016.

6. Series 17-03-615 is a designated series of MSP Recovery and holds the rights, pursuant to a valid assignment agreement, to pursue the claims assigned by AvMed.

7. Defendant State Farm Mutual Automobile Insurance Company is an Illinois company with its principal place of business at 1 State Farm Plaza Bloomington, IL 61710.

VENUE & JURISDICTION

8. This is an action for damages that do not exceed \$30,000.00, exclusive of interest, attorneys' fees, and costs. This action is within the subject matter jurisdiction of this court.

9. Venue is appropriate within Miami-Dade County pursuant to Florida Statute § 47.051 because the Defendant does business in the state of Florida, specifically Miami-Dade County, and has agents or other representatives in Miami-Dade County.

FACTUAL ALLEGATIONS

10. AvMed contracts with CMS to provide and administer Medicare benefits for Medicare enrollees under Medicare Part C, the Medicare Advantage program.

11. C.O. is a Medicare beneficiary, who—at the time of the events giving rise to this action—resided in Pompano Beach, Florida.

12. C.O. elected to obtain Medicare benefits through participation in a Medicare Advantage plan administered by AvMed and was enrolled on May 6, 2018, through all times relevant to this Complaint.

13. C.O. was involved in an automobile accident on May 6, 2018. While traveling southbound on Interstate 95 in a 2014 Cadillac sedan, C.O. lost control of the vehicle, collided with the guardrail along the right side of the highway, and rotated across the southbound lanes before coming to a stop facing north in the left shoulder of the highway. Pursuant to the crash report, C.O. was injured in a non-incapacitating manner in the accident and was transported by EMS to Holy Cross Hospital in Fort Lauderdale, Florida to receive further medical attention. *See* Exhibit A attached hereto.

14. As a direct and proximate result of the accident, C.O. sustained injuries, attached hereto as Exhibit B, which included:

- a. S19.9XXA: Unspecified injury of neck, initial encounter; and
- b. S70.12XA: Contusion of left thigh, initial encounter.

15. C.O. obtained treatment for the accident-related injuries on the day of the accident, May 6, 2018, from City of Oakland Park Fire Rescue and Holy Cross Hospital, Inc. Those treatments and services, attached hereto as Exhibit B, included:

- a. CPT Code A0429: Emergency department visit;
- b. CPT Code A0425: Ground mileage;
- c. CPT Code 36415: Routine venipuncture;
- d. CPT Code 80048: Metabolic panel total ca;
- e. CPT Code 85025: Complete cbc with auto diff wbc;
- f. CPT Code 85610: Prothrombin time;
- g. CPT Code 85730: Thromboplastin time partial; and
- h. CPT Code 70450: CT head/brain without dye.

16. C.O.'s medical providers billed AvMed for the accident-related items and services C.O. received on May 6, 2018. The total amount of the charges was \$5,303.63.

17. AvMed made conditional payments of Medicare benefits on behalf of C.O. C.O.'s accident-related items and services would normally be valued at a commercially billed amount of \$5,303.63. Further, Defendant would have been billed for this amount by C.O.'s providers for the accident-related items and services had AvMed not made conditional payments at a different rate. Because of this, AvMed is entitled to seek reimbursement for the commercially billed amount of \$5,303.63, because Defendant is not entitled to receive a windfall resulting from its failure to timely reimburse under the MSP Act.

18. While AvMed was making its conditional payment, C.O. simultaneously made a claim against a no-fault policy (the "No-Fault Policy") issued to him by the Defendant. The No-Fault Policy provided coverage for any medical expenses resulting from the accident. C.O.'s claim included a claim for the repayment of medical expenses, which necessarily included the conditional payments made by AvMed.

19. Defendant reported its primary payer plan status to CMS under its statutory and contractual obligations. In that report, Defendant described the accident, listed the reporting entity, identified the type of insurance coverage involved (no-fault), and admitted its primary plan status with respect to any conditional payments that an MAO made on behalf of C.O. However, Defendant failed to reimburse AvMed for C.O.'s accident-related medical expenses.

20. By virtue of the No-Fault Policy, Defendant became a primary plan with a duty to repay AvMed.

21. Medicare plans—including the private Medicare plan involved in this case—have a policy of “paying in the dark”² for their enrollees’ medical expenses (i.e., Medicare pays for medical expenses so that their enrollees can receive timely medical care even if another party is obligated to pay for the expenses first). However, the Trust is legally obligated to reimburse Medicare plans for those medical expenses. *See United States v. Baxter Int'l, Inc.*, 345 F.3d 866, 901 (11th Cir. 2003).

22. Under the Medicare Secondary Payer law, “[a] primary plan’s responsibility [as the primary plan] for such payment may be demonstrated by a judgment, a payment conditioned upon the recipient’s compromise, waiver, or release (whether or not there is a determination or admission of liability) of payment for items or services included in a claim against the primary plan or the primary plan's insured, or by other means.” 42 U.S.C. § 1395y(b)(2)(B).

23. On August 11, 2021, Plaintiff sent the Defendant a demand letter pursuant to Florida Statute § 627.736, advising the Defendant of Plaintiff’s rights to seek reimbursement as a Medicare and/or Medicaid assignee for C.O.’s injuries resulting from the accident that took place

² *See United States v. Baxter Int'l, Inc.*, 345 F.3d 866, 901 (11th Cir. 2003).

on May 6, 2018, and requesting information regarding the Defendant's No-Fault Policy. *See* Exhibit C attached hereto.

24. In response, Defendant sent a letter dated September 14, 2021, advising that C.O.'s claim "involves [their] revised policy language." *See* Exhibit D attached hereto.

25. Defendant, by virtue the No-Fault Policy, became the primary plan under the MSP Act. As such, Defendant was required to make appropriate reimbursement for the conditional Medicare benefits advanced by AvMed on behalf of C.O. Defendant was required to reimburse AvMed within 60 days of the date of the payment of benefits under the No-Fault Policy. It did not.

26. The provisions governing Medicare Advantage, Medicare Part C, reference the MSP law, notably in the provisions regarding an MAO's right to charge for reimbursement of conditional benefits. 42 U.S.C. § 1395w-22(a)(4). Section 1395w-22(a)(4) provides that under circumstances in which the MSP law makes the MAO's payments secondary, the organization may charge, or authorize the actual providers to charge, the primary payer or the enrollee. It further provides that the MAO may charge, or authorize the actual providers to charge, at the rates a workers' compensation plan, auto or liability insurer, or no-fault insurer, as the case may be, would ordinarily pay, unrestrained by the usual restrictions imposed by Medicare. In this case, those charges would be at least \$5,303.63.

27. No one has reimbursed AvMed for the conditional payments that AvMed advanced for items and services received by C.O. as a result of the accident.

28. Plaintiff complied with any and all conditions precedent to the filing of this action, to the extent applicable.

ASSIGNMENT ALLEGATIONS

29. On June 26, 2019, AvMed entered into a Claims Purchase Agreement & Assignment with Series 17-03-615, a designated series of MSP Recovery Claims, Series LLC,

whereby it irrevocably assigned all rights to recover payments made on behalf of its Enrollees (the “AvMed Assignment”). The AvMed Assignment expressly provides, in pertinent part:

Assignor irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its designated series, successors and assigns, any and all of Assignor's right, title, ownership and interest in and to (i) all Claims existing on the date hereof, whether based in contract, tort or statutory right, and all related recovery rights arising from and related to the claims data transferred to MSP Recovery (or its affiliates or service providers, including [MSP Recovery]), and (ii) any and all causes of action, claims and demands of any nature whatsoever relating to payments for health care services provided to Assignor’s members and enrollees, and legal or equitable rights (including, but not limited to, subrogation) to pursue and/or recover monies related to the Claims that Assignor had, may have had, or has asserted against any party in connection with the Claims; and (iii) all causes of action, claims, rights and demands of any nature whatsoever, legal or equitable, against primary payers, Responsible Parties and/or third parties that may be liable to Assignor arising from or relating to the Claims, including claims under consumer protection statutes and laws (all of the items set forth in (i)-(iii), the “Assigned Claims”) The assignment of the Assigned Claims set forth herein is irrevocable and absolute.

AvMed Assignment at 1.1.1.

30. The “Assigned Claims” exclude claims against “[AvMed’s] network healthcare providers and current and former members” as well as “[c]laims arising from and related to the GlaxoSmithKline[] manufacturing facility in Cidra, Puerto Rico[.]” AvMed Assignment, Schedule A. Defendants are not AvMed “network healthcare providers” or “current [or] former members[.]” and the claims at issue in this action do not relate to “GlaxoSmithKline’s manufacturing facility in Cidra, Puerto Rico.”

31. The AvMed Assignment provided for a due diligence period wherein the parties would exchange deliverables and contemplated that the parties would enter into a separate “Stand-Alone Assignment Agreement” further evidencing the assignment. Upon completion of the prescribed due diligence period, and satisfaction of all conditions precedent, the parties finalized

the transaction, including the exchange of compensation and execution of the Stand-Alone Assignment Agreement.

32. Consideration was given between the parties in executing these agreements.

33. The claim set forth in this Complaint is not subject to any carveout, exclusion, or any other limitation in law or equity that would impair Plaintiff's right to bring the claim asserted in this case.

COUNT I
PRIVATE CAUSE OF ACTION UNDER 42 U.S.C. § 1395v(b)(3)(A)

34. Plaintiff re-alleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs 1–33 as if fully set forth herein.

35. Plaintiff asserts a private cause of action pursuant to 42 U.S.C. § 1395y(b)(3)(A).

36. Defendant issued a No-Fault Policy to C.O. and was responsible for costs relating to his automobile accident but failed to provide primary payment to C.O.'s providers for the items and services for which AvMed advanced the conditional payments.

37. Defendant did not pay or provide for appropriate reimbursement to AvMed in accordance with the MSP Act and its accompanying regulations.

38. MSP Recovery, as the valid assignee of AvMed's rights, brings the private cause of action established by 42 U.S.C. § 1395y(b)(3)(A) to recover "an amount double the amount otherwise provided" for Defendant's failure to make appropriate reimbursement as required by law.

39. Pursuant to 42 U.S.C. § 1395w-22(a)(4), the "amount otherwise provided" is the amount a provider may charge "in accordance with the charges allowed under a law, plan, or policy" identified in 42 U.S.C. § 1395y(b)(2), which in this case was at least \$5,303.63.

WHEREFORE, Plaintiff demands judgment against State Farm Mutual Automobile Insurance Company as follows:

- A. a judgment awarding reimbursement of double damages for those amounts to which Plaintiff is entitled under 42 U.S.C. § 1395y(b)(3)(A);
- B. a judgment awarding Plaintiff pre-judgment and post-judgment interest consistent with the statute; and
- C. a judgment awarding Plaintiff reasonable attorneys' fees, and such other further relief as the Court deems just and proper under the circumstances.

COUNT II
DIRECT RIGHT OF RECOVERY PURSUANT TO 42 C.F.R. § 411.24(e)
FOR BREACH OF CONTRACT

40. Plaintiff re-alleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs 1–33 as if fully set forth herein

41. Pursuant to the MSP Act, AvMed was subrogated to the right to recover unreimbursed conditional payments from Defendant for its breach of contract with its insureds. Defendant was contractually obligated to pay for medical expenses arising out of covered automobile accidents, and it failed to fulfill that obligation. This obligation was, instead, fulfilled by AvMed.

42. Defendant failed and/or refused to make complete payments or reimbursements for C.O.'s accident-related expenses as required by its contractual obligations.

43. Defendant failed to pay for C.O.'s covered losses, and it has no reasonable proof to establish that it was not the primary plan and, therefore, not responsible for the payment.

44. Defendant's failure to pay damaged Plaintiff's assignor. Plaintiff is entitled to recover up to the statutory policy limits for the medical expenses related to the subject accidents.

WHEREFORE, Plaintiff demands judgment against State Farm Mutual Automobile Insurance Company as follows:

- A. a judgment awarding reimbursement of damages for those amounts to which Plaintiff is entitled pursuant to the direct right of recovery for breach of contract;
- B. a judgment awarding Plaintiff pre-judgment and post-judgment interest consistent with the statute; and
- C. a judgment awarding Plaintiff reasonable attorneys' fees, and such other further relief as the Court deems just and proper under the circumstances.

COUNT III
DECLARATORY JUDGMENT

45. Plaintiff re-alleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs 1–33 as if fully set forth herein.

46. Plaintiff alleges that as part of providing Medicare benefits under the Medicare Advantage program, Plaintiff's assignor paid for items and services which were also covered by no-fault, personal injury protection, or medical payments policies issued by Defendant.

47. Defendant issued a No-Fault Policy to C.O. and was responsible for medical expenses relating to his automobile accident but failed to provide primary payment to C.O.'s providers for the items and services for which AvMed advanced the conditional payments.

48. As a primary payer, Defendant had a nondelegable duty to reimburse conditional payments advanced by Medicare Participants for life-saving medical services rendered to covered persons. Defendant is liable for reimbursement of these accident-related medical expenses, even if it subsequently paid out the maximum benefits under the policies.

49. Defendant was required to timely reimburse Plaintiff's assignor for conditional payments made on behalf of C.O.'s accident-related medical expenses.

50. An actual, present, and justiciable controversy has arisen between Plaintiff and Defendant concerning its obligation to reimburse Plaintiff's assignor.

51. Plaintiff seeks a Declaratory Judgment from this Court establishing that, under federal law, Defendant has a historical, present, and continuing duty to reimburse Plaintiff's assignor for payments made on behalf of C.O.'s accident-related medical expenses.

WHEREFORE, Plaintiff demands judgment against Defendant State Farm Mutual Automobile Insurance Company as follows:

- A. a judgment declaring that Defendant has a historical, present, and continuing duty to reimburse Plaintiff's assignor for unreimbursed conditional payments;
- B. a judgment awarding Plaintiff pre-judgment and post-judgment interest consistent with the statute; and
- C. a judgment awarding Plaintiff reasonable attorneys' fees, and such other further relief as the Court deems just and proper under the circumstances.

JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial on all counts and issues so triable within this pleading.

Respectfully submitted,

NATALIE M. RICO, ESQ.

Florida Bar No. 65046

JORDAN M. MACEJKA, ESQ.

Florida Bar No. 123599

Milberg Coleman Bryson Phillips Grossman, PLLC

Attorneys for Plaintiff

2701 S. LeJeune Road, 10th Floor

Miami, FL 33134

Tel.: (866) 252-0878

Fax: (919) 600-5035

Primary Emails: Nrico@milberg.com;

Jmacejka@milberg.com

Secondary Email: Amkamanga@milberg.com

By: /s/ Natalie M. Rico

NATALIE M. RICO

EXHIBIT A

FLORIDA TRAFFIC CRASH REPORT
LONG FORM ☒ SHORT FORM ☐ UPDATE ☐

80-15183000000000
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

(Electronic Version)

Date of Crash 06/May/2018 07:38 AM	Time of Crash 06/May/2018 07:38 AM	Date of Report 06/May/2018 07:39 AM	Invest. Agency Report Number [REDACTED]	HSMV Crash Report Number [REDACTED]
--	--	---	--	--

CRASH IDENTIFIERS

County Code 10	City Code 38	County of Crash BROWARD	Place or City of Crash FT. LAUDERDALE	Within City Limits Yes	Time Reported 06/May/2018 07:38 AM	Time Dispatched 06/May/2018 07:39 AM
Time on Scene 06/May/2018 07:39 AM	Time Cleared Scene 06/May/2018 08:45 AM	Completed Yes	Reason (if Investigation NOT Completed)			Notified By Law Enforcement

ROADWAY INFORMATION

Crash Occured On Street, Road, Highway INTERSTATE 95 (SR-9)		① At Street Address#	② At Latitude 26.188420000000001	and Longitude -80.151830000000004
At Feet 500	Or Miles	Direction South	③ From Intersection With Street, Road, Highway (SR-870) COMMERCIAL BOULEVARD	
Road System Identifier 1 Interstate		Type Of Shoulder 1 Paved	Type Of Intersection 1 Not at Intersection	

CRASH INFORMATION (Check if Pictures Taken) ☐

Light Condition 1 Daylight	Weather Condition 2 Cloudy	Roadway Surface Condition 2 Wet	School Bus Related 1 No	Manner Of Collision 77 Other, Explain in Narrative
First Harmful Event Type	First Harmful Event 28	First Harmful Event Location 3 Shoulder	Within Interchange No	First Harmful Event Relation to Junction 1 Non-Junction
Contributing Circumstances: Road 1 None		Contributing Circumstances: Road		Contributing Circumstances: Road
Contributing Circumstances: Environment 1 None		Contributing Circumstances: Environment		Contributing Circumstances: Environment
Work Zone Related 1 No	Crash In Work Zone	Type Of Work Zone	Workers In Work Zone	Law Enforcement In Work Zone

VEHICLE (Check if Commercial) ☐

Vehicle 1	Motor Vehicle Type 1 Vehicle in Transport	Hit and Run 1 No	Veh License Number [REDACTED]	State FL	Reg. Expires 15/Oct/2019	Permanent Reg. No	VIN [REDACTED]
Year 2014	Make CADI	Model ATS	Style 4D	Color BLK	Extent of Damage Disabling	Est. Damage 15000	Towed Due To Damage Yes
Insurance Company STATE FARM		Insurance Policy Number 9240595594					
Name of Vehicle Owner (Check Box If Business) <input type="checkbox"/>		Current Address (Number and Street)		City and State		Zip Code	
Trailer One:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make
Trailer Two:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make
Vehicle Traveling:	Direction South	On Street, Road, Highway INTERSTATE 95 (SR-9)				At Est. Speed 65	Posted Speed 65
CMV Configuration		Cargo Body Type		Area of Initial Impact		Most Damaged Area	
Comm GVWR/GCWR		Trailer Type (trailer one)		Trailer Type (trailer two)			
Haz. Mat. Release	Haz Mat. Placard	Number	Class				
Motor Carrier Name			US DOT Number				
Motor Carrier Address			City and State			Zip Code	Phone Number
Comm/Non-Commercial	Vehicle Body Type 1 Passenger Car	Vehicle Defects (one) 1 None		Vehicle Defects (two)		Emergency Vehicle Use 1 No	Special Function of MV 1 No Special Function
Vehicle Maneuver Action 1 Straight Ahead	Trafficway 4 Two-Way, Divided, Positive Median Barrier	Roadway Grade 2 Hillcrest	Roadway Alignment 1 Straight	Most Harmful Event 3 Collision with Fixed Object		Most Harmful Event Detail 28 Guardrail End	
Traffic Control Device For This Vehicle 1 No Controls	First (1) Sequence of Events 3 Collision with Fixed Object 28 Guardrail End		Second (2) Sequence of Events		Third (3) Sequence of Events		Fourth (4) Sequence of Events

PERSON RECORD

Person# 1	Description 1 Driver	Vehicle # 1	Name [REDACTED]	Date of Birth [REDACTED]	Sex 1 Male	Phone Number	Re-Exam No
Address [REDACTED]		City [REDACTED]		State [REDACTED]		Zip Code [REDACTED]	
Driver License Number [REDACTED]		State FL	Expires 15/Oct/2018	DL Type 5 E/Operator	Req. End. 2 No	Injury Severity 3 Non-incapacitating	Ejection 1 Not Ejected

Date of Crash 06/05/2018 07:38 AM	Date of Report 06/05/2018 07:38 AM	Invest. Agency Report Number	HSMV Crash Report Number					
Restraint System 3 Shoulder and Lap Belt Used	Air Bag Deployed 3 Deployed-Front	Helmet Use	Eye Protection 3 Not Applicable	Seating Location Seat 1 Left	Seating Location Row 1 Front	Seating Location Other		
Drivers Actions at Time of Crash (first) 77 Other Contributing Action		Drivers Actions at Time of Crash (second)		Driver Distracted By 1 Not Distracted	Vision Obstruction 1 Vision Not Obscured			
Drivers Actions at Time of Crash (third)		Drivers Actions at Time of Crash (fourth)		Drivers Condition at Time of Crash 1 Apparently Normal				
Suspected Alcohol Use 1 No	Alcohol Tested 1 Test Not Given	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use 1 No	Drug Tested 1 Test Not Given	Drug Test Type	Drug Test Result
Source of Transport to Medical Facility 2 EMS		EMS Agency Name or ID OAKLAND PARK R20		EMS Run Number		Medical Facility Transported To HOLLY CROSS		

NON VEHICLE PROPERTY DAMAGE

Vehicle#	Person#	Property Damage - Other Than Vehicle GUARDRAIL END	Est. Amount 5000	Business Yes	Owner's Name	Address	City & State	Zip Code
----------	---------	---	---------------------	-----------------	--------------	---------	--------------	----------

NARRATIVE

ID Number 2646	Rank TROOPER	Name L. MINTO	Troop / Post L	Officer Agency FLORIDA HIGHWAY PATROL	Phone Number 954-837-4000	Date Created May 06, 2018
Vehicle-(V01) was traveling southbound on Interstate 95 in lane number 3. As a result of Driver-1 lost of control of V01, V01 traveled onto the right shoulder where V01 right side collided with the guardrail, V01 then rotated across southbound lanes then onto the left shoulder where V01 came to final rest facing in a northerly direction.						
Manner of crash collision: V01 vs. guardrail.						

REPORTING OFFICER

ID/Badge # 2646	Rank and Name TROOPER L. MINTO	Department FLORIDA HIGHWAY PATROL	Type of Department FHP
--------------------	-----------------------------------	--------------------------------------	---------------------------

SOUTHBOUND INTERSTATE 95 LANES

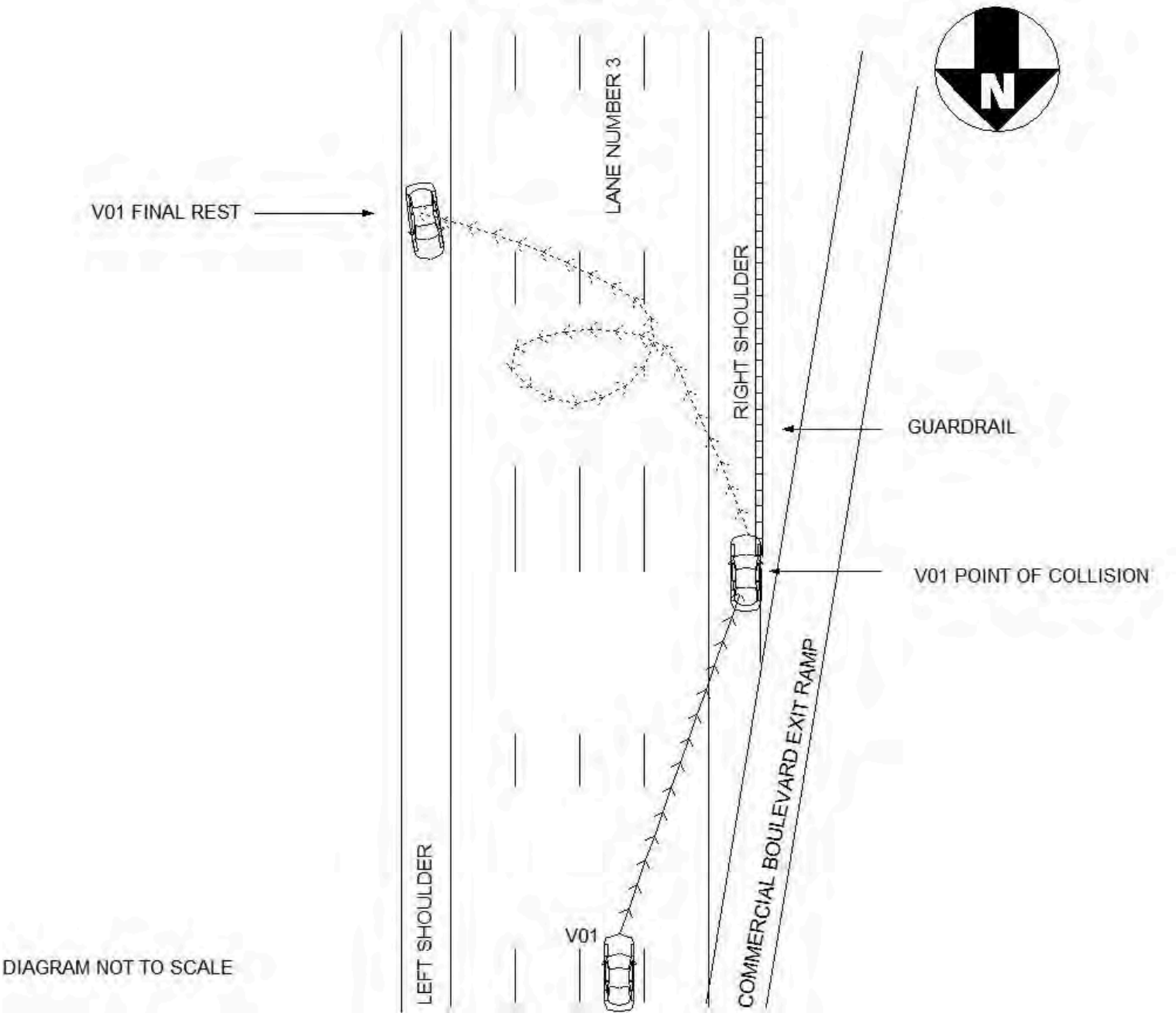


EXHIBIT B

mzp_mrd_id	mzp_dos	mzp_client	mzp_memb_id	mzp_bill_amt unt_value	mzp_all_dx	mzp_all_rx
	06/05/2018	AVDI-AVDI		\$2.15		NAPROXEN TAB 500MG 49483061850
	06/05/2018	AVDI-AVDI		\$670.00	S199XXA	
	06/05/2018	AVDI-AVDI		\$35.00	S199XXA	
	06/05/2018	AVDI-AVDI		\$3.10	S7012XA	
	06/05/2018	AVDI-AVDI		\$14.87	S7012XA	
	06/05/2018	AVDI-AVDI		\$283.02	S7012XA	
	06/05/2018	AVDI-AVDI		\$354.59	S7012XA	
	06/05/2018	AVDI-AVDI		\$87.73	S7012XA	
	06/05/2018	AVDI-AVDI		\$241.17	S7012XA	
	06/05/2018	AVDI-AVDI		\$2,205.00	S7012XA	
	06/05/2018	AVDI-AVDI		\$1,407.00	S7012XA	

msp_all_px	msp_all_prov	msp_dx_01
	9547867969 POMPANO BEACH FL 00302 BRANDON 1871883850 8551 33062 PUBLIX	
A0429 BIs-emergency [X] SH	41 FL	S19.9XXA
A0425 Ground mileage [X] SH	41 FL	S19.9XXA
R250	23 FL	S70.12XA
Routine venipuncture [X] 36415	23 FL	S70.12XA
Metabolic panel total ca [X] 80048	23 FL	S70.12XA
85025 Complete cbc w/auto diff wbc [X]	23 FL	S70.12XA
Prothrombin time [X] 85610	23 FL	S70.12XA
85730 Thromboplastin time partial [X]	23 FL	S70.12XA
70450 Ct head/brain w/o dye [A]	23 FL	S70.12XA
25 R450	23 FL	S70.12XA

msp_long_desc_01	msp_cpt_code	msp_cpt_description
ICD10:Unspecified injury of neck, initial encounter	A0429	Bls-emergency [X]
ICD10:Unspecified injury of neck, initial encounter	A0425	Ground mileage [X]
ICD10:Contusion of left thigh, initial encounter	R250	
ICD10:Contusion of left thigh, initial encounter	36415	Routine venipuncture [X]
ICD10:Contusion of left thigh, initial encounter	80048	Metabolic panel total ca [X]
ICD10:Contusion of left thigh, initial encounter	85025	Complete cbc w/auto diff wbc [X]
ICD10:Contusion of left thigh, initial encounter	85610	Prothrombin time [X]
ICD10:Contusion of left thigh, initial encounter	85730	Thromboplastin time partial [X]
ICD10:Contusion of left thigh, initial encounter	70450	Ct head/brain w/o dye [A]
ICD10:Contusion of left thigh, initial encounter	R450	

EXHIBIT C



August 11, 2021

VIA U.S. CERTIFIED MAIL

STATE FARM MUTUAL AUTOMOBILE INSURANCE
PO BOX 106134
Atlanta GA 30348-6134

RE: OUR FILE NO.: [REDACTED]
YOUR INSURED/ BENEFICIARY NAME: [REDACTED]
DOA: MAY 6, 2018
FILE NUMBER: [REDACTED]
TYPE OF LIEN/CLAIM: MEDICARE/MEDICAID

DEMAND LETTER PURSUANT TO:
Section 627.736, Florida Statutes

To Whom It May Concern:

MSP Recovery, LLC, acting on behalf of MSP Recovery Claims, Series, LLC, – as assignee of Medicare and/or Medicaid claims, hereby places you on notice that pursuant to our client's rights as a Medicare and/or Medicaid Payers, exercise the same rights, as would Medicare and/or Medicaid. To the extent that our client has made payment for medical benefits, MSP Recovery hereby asserts its rights to seek reimbursement as a Medicare and/or Medicaid assignee.

This document is a formal demand letter pursuant to Section 627.736(10), Florida Statutes, for the full payment of the attached amounts (*see attached itemized statement*). Demand is hereby made for reimbursement for medical services and treatment provided to the above named insured for the dates of service commencing May 6, 2018 totaling \$5,303.63 Currently, **\$5,303.63** is due, less any applicable deductible. To date, or our client has received \$0.00. If the above amounts have been paid or any of the above captioned information is not correct, please contact the undersigned.

Section 627.736, Florida Statutes, provides you with an opportunity to pay the above claim in full within thirty (30) days of receipt of this letter, including a penalty of 10% of the overdue amount paid, subject to a maximum penalty of \$250.00. Demand is also made for payment of prejudgment interest from the date the bills became overdue through the date of this letter in accordance with the interest rate established by Section 55.03, Florida Statutes. Payments are to be made to MSP Recovery for benefits, interest, penalty and postage and must be mailed to the undersigned.

Additionally, pursuant to Sections 627.4137, 627.7401, 627.736(6)(d), Florida Statutes, and the policy that covers this loss, MSP Recovery requests a statement, under oath, of a corporate officer or the insurer's claims manager or superintendent, setting forth the following information with regard to each known policy of insurance, including excess or umbrella insurance:

- (A) the name of the insurer,
- (B) the name of each insured,
- (C) the limits of liability coverage (including PIP and Med Pay coverage),
- (D) a statement of any policy or coverage defense which such insurer reasonably believes is available to such insurer at the time of filing such statement,
- (E) a copy of the policy, and
- (F) any letters evidencing cancellation of the policy for any reason.

Please include a copy of the insured's PIP payout sheet and any explanation of benefits generated concerning the above-mentioned dates of service. All notices for Independent Medical Examination ("IME") appointments with proof of mailing, all medical reports done by IME or peer review doctors on behalf of the insurance company, all Examination Under Oath ("EUO") notices with proof of mailing, EUO transcription or recordings and all denial letters.

The undersigned hereby serves notice to all that this may result in a lien being asserted pursuant to 42 C.F.R. § 422.108(c). Notice is hereby given that as a secondary payer, any contractually required payment(s) for medical services and/or supplies should be made to MSP Recovery. Please make checks payable to and send to the address below. Please include a copy of the first page of this letter with your payment.

MSP Recovery Claims, Series, LLC,
2701 S Le Jeune Rd, Floor 10
Coral Gables, FL 33134

Thank you for your anticipated cooperation and immediate response to our requests. Should you have any questions please contact the undersigned, do not contact the medical provider.

Sincerely,

MSP Recovery, LLC

charge amount	msp_dx_01	msp_cpt_code	serv_prov_id	serv_prov_id_chain_cd	pharmacy_name
\$2.15			1912946880	00302	PUBLIX PHARMACY 1393
\$670.00	S19.9XXA	A0429			
\$35.00	S19.9XXA	A0425			
\$3.10	S70.12XA	R250			
\$14.87	S70.12XA	36415			
\$283.02	S70.12XA	80048			
\$354.59	S70.12XA	85025			
\$87.73	S70.12XA	85610			
\$241.17	S70.12XA	85730			
\$2,205.00	S70.12XA	70450			
\$1,407.00	S70.12XA	R450			
\$5,303.63					

**Civil Remedy Notice of Insurer Violations**

Filing Number: [REDACTED]

Filing Accepted: 5/4/2021

Warning! Information submitted as part of this civil remedy notice is a public record. Data entered into this form will be displayed on the DFS website for public review. Please DO NOT enter Social Security Numbers, personal medical information, personal financial information or any other information you do not want available for public review.

☒ The submitter hereby states that this notice is given in order to perfect the rights of the person(s) damaged to pursue civil remedies authorized by Section 624.155, Florida Statutes.

Complainant

Name: MSP RECOVERY
Street Address: 2701 S LE JEUNE ROAD 11TH FLOOR
City, State Zip: CORAL GABLES, FL 33134
Email Address: CIVILREMEDY@MSPRECOVERY.COM
Complainant Type: Other

Insured

Name: [REDACTED]
Policy #: 9240595594
Claim #: [REDACTED]

Attorney

Name: MSP RECOVERY
Street Address: 2701 S LE JEUNE ROAD 11TH FLOOR
City, State Zip: CORAL GABLES, FL 33134
Email Address: CIVILREMEDY@MSPRECOVERY.COM

Notice Against

Insurer Type: Authorized Insurer
Name: STATE FARM GENERAL INSURANCE COMPANY

Please identify the person or persons representing the insurer who are most responsible for/knowledgeable of the facts giving rise to the allegations in this notice.

MSP RECOVERY

Type of Insurance: Auto



Civil Remedy Notice of Insurer Violations

Filing Number: [REDACTED]

Reason for Notice

Reasons for Notice:

Claim Denial

Claim Delay

Unsatisfactory Settlement Offer

Unfair Trade Practice

PURSUANT TO SECTION 624.155, F.S. please indicate all statutory provisions alleged to have been violated.

624.155(1)(b)(1) Not attempting in good faith to settle claims when, under all the circumstances, it could and should have done so, had it acted fairly and honestly toward its insured and with due regard for her or his interests.

Reference to specific policy language that is relevant to the violation, if any. If the person bringing the civil action is a third party claimant, she or he shall not be required to reference the specific policy language if the authorized insurer has not provided a copy of the policy to the third party claimant pursuant to written request.

On May 6th 2018, [REDACTED] that was enrolled in a Medicare plan which was serviced or administrated by Avmed Inc, was involved in an accident. Avmed Inc paid for medical expenses related to the accident and assigned those recovery rights to MSP Recovery Claims, Series LLC

To enable the insurer to investigate and resolve your claim, describe the facts and circumstances giving rise to the insurer's violation as you understand them at this time.

Insurer did not honor the assignment of benefits and pay according to the terms of the insurance contract and controlling statutory provision. Insurer failed to review, negotiate in good faith, and settle a valid Medicare lien.

Comments

User Id

sandra.richardson-
graham.hzxn@statefarm.com

Date Added

07-02-2021

Comment

Other
- response sent using the State Farm approved language ____
Without any additional information that would allow State Farm to further assess the validity of the notice, State Farm specifically and expressly denies the allegations alleged in the CRN and affirms that at all time, State Farm acted in good faith and fairly and honestly toward providers and its insureds. It is State Farm's policy to pay all claims that it properly owes.

FLORIDA TRAFFIC CRASH REPORT

LONG FORM ☒ SHORT FORM ☐ UPDATE ☐HIGHWAY SAFETY & MOTOR VEHICLES,
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

(Electronic Version)

Date of Crash 06/May/2018 07:38 AM	Time of Crash 06/May/2018 07:38 AM	Date of Report 06/May/2018 07:39 AM	Invest. Agency Report Number [REDACTED]	HSMV Crash Report Number [REDACTED]
---------------------------------------	---------------------------------------	--	--	--

CRASH IDENTIFIERS

County Code 10	City Code 38	County of Crash BROWARD	Place or City of Crash FT. LAUDERDALE	Within City Limits Yes	Time Reported 06/May/2018 07:38 AM	Time Dispatched 06/May/2018 07:39 AM
Time on Scene 06/May/2018 07:39 AM	Time Cleared Scene 06/May/2018 08:45 AM	Completed Yes	Reason (if Investigation NOT Completed)			Notified By Law Enforcement

ROADWAY INFORMATION

Crash Occured On Street, Road, Highway INTERSTATE 95 (SR-9)		① At Street Address#	② At Latitude 26.188420000000001	and Longitude -80.151830000000004
At Feet 500	Or Miles	Direction South	③ From Intersection With Street, Road, Highway (SR-870) COMMERCIAL BOULEVARD	④ Or From Milepost #
Road System Identifier 1 Interstate	Type Of Shoulder 1 Paved	Type Of Intersection 1 Not at Intersection		

CRASH INFORMATION (Check if Pictures Taken) ☐

Light Condition 1 Daylight	Weather Condition 2 Cloudy	Roadway Surface Condition 2 Wet	School Bus Related 1 No	Manner Of Collision 77 Other, Explain in Narrative
First Harmful Event Type	First Harmful Event 28	First Harmful Event Location 3 Shoulder	Within Interchange No	First Harmful Event Relation to Junction 1 Non-Junction
Contributing Circumstances: Road 1 None		Contributing Circumstances: Road		Contributing Circumstances: Road
Contributing Circumstances: Environment 1 None		Contributing Circumstances: Environment		Contributing Circumstances: Environment
Work Zone Related 1 No	Crash In Work Zone	Type Of Work Zone	Workers In Work Zone	Law Enforcement In Work Zone

VEHICLE (Check if Commercial) ☐

Vehicle 1	Motor Vehicle Type 1 Vehicle In Transport	Hit and Run 1 No	Veh License Number [REDACTED]	State FL	Reg. Expires 15/Oct/2019	Permanent Reg. No	VIN [REDACTED]		
Year 2014	Make CADI	Model ATS	Style 4D	Color BLK	Extent of Damage Disabling	Est. Damage 15000	Towed Due To Damage Yes	Vehicle Removed By SALS	Rotation Rotation
Insurance Company STATE FARM				Insurance Policy Number 9240595594					
Name of Vehicle Owner (Check Box If Business) <input type="checkbox"/>				Current Address (Number and Street)			City and State		
[REDACTED]				[REDACTED]			[REDACTED]		
Trailer One:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
Trailer Two:	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
Vehicle Traveling:	Direction South	On Street, Road, Highway INTERSTATE 95 (SR-9)				At Est. Speed 65	Posted Speed 65	Total Lanes 4	
CMV Configuration		Cargo Body Type		Area of Initial Impact			Most Damaged Area		
Comm GVWR/GCWR		Trailer Type (trailer one)		Trailer Type (trailer two)					
Haz. Mat. Release	Haz Mat. Placard	Number	Class						
Motor Carrier Name				US DOT Number					
Motor Carrier Address				City and State			Zip Code		Phone Number
Comm/Non-Commercial	Vehicle Body Type 1 Passenger Car	Vehicle Defects (one) 1 None		Vehicle Defects (two)		Emergency Vehicle Use 1 No		Special Function of MV 1 No Special Function	
Vehicle Maneuver Action 1 Straight Ahead	Trafficway 4 Two-Way, Divided, Positive Median Barrier	Roadway Grade 2 Hillcrest	Roadway Alignment 1 Straight	Most Harmful Event 3 Collision with Fixed Object		Most Harmful Event Detail 28 Guardrail End			
Traffic Control Device For This Vehicle 1 No Controls	First (1) Sequence of Events 3 Collision with Fixed Object 28 Guardrail End		Second (2) Sequence of Events		Third (3) Sequence of Events		Fourth (4) Sequence of Events		

PERSON RECORD

Person# 1	Description 1 Driver	Vehicle # 1	Name [REDACTED]	Date of Birth [REDACTED]	Sex 1 Male	Phone Number	Re-Exam No
Address [REDACTED]		City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]			
Driver License Number [REDACTED]	State FL	Expires 15/Oct/2018	DL Type 5 E/Operator	Req. End. 2 No	Injury Severity 3 Non-incapacitating	Ejection 1 Not Ejected	

Date of Crash 06/May/2018 07:38 AM	Date of Report 06/May/2018 07:38 AM	Invest. Agency Report Number [REDACTED]	HSRMV Crash Report Number [REDACTED]
Restraint System 3 Shoulder and Lap Belt Used	Air Bag Deployed 3 Deployed-Front	Helmet Use	Eye Protection 3 Not Applicable
Seating Location Seat 1 Left		Seating Location Row 1 Front	
Seating Location Other			
Drivers Actions at Time of Crash (first) 77 Other Contributing Action		Drivers Actions at Time of Crash (second)	
Drivers Actions at Time of Crash (third)		Drivers Actions at Time of Crash (fourth)	
Driver Distracted By 1 Not Distracted		Vision Obstruction 1 Vision Not Obscured	
Drivers Condition at Time of Crash 1 Apparently Normal			
Suspected Alcohol Use 1 No	Alcohol Tested 1 Test Not Given	Alcohol Test Type	Alcohol Test Result
BAC	Suspected Drug Use 1 No	Drug Tested 1 Test Not Given	Drug Test Type
Drug Test Result			
Source of Transport to Medical Facility 2 EMS		EMS Agency Name or ID OAKLAND PARK R20	
EMS Run Number [REDACTED]		Medical Facility Transported To HOLLY CROSS	

NON VEHICLE PROPERTY DAMAGE

Vehicle#	Person#	Property Damage - Other Than Vehicle GUARDRAIL END	Est. Amount 5000	Business Yes	Owner's Name [REDACTED]	Address [REDACTED]	City & State [REDACTED]	Zip Code [REDACTED]
----------	---------	---	---------------------	-----------------	----------------------------	-----------------------	----------------------------	------------------------

NARRATIVE

ID Number Rank Name Troop / Post Officer Agency Phone Number Date Created
2646 TROOPER L. MINTO L FLORIDA HIGHWAY PATROL 954-837-4000 May 06, 2018

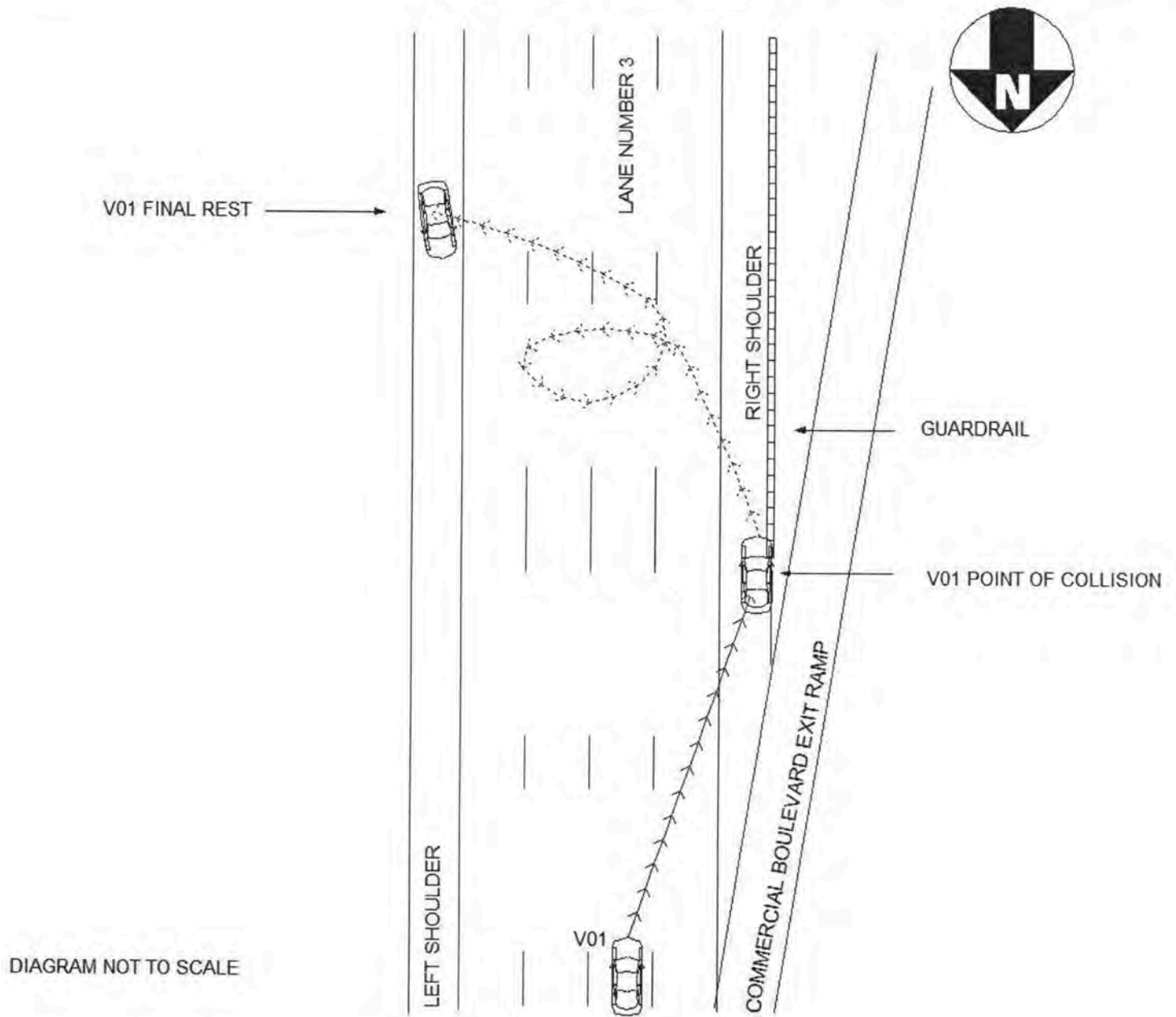
Vehicle-(V01) was traveling southbound on Interstate 95 in lane number 3. As a result of Driver-1 lost of control of V01, V01 traveled onto the right shoulder where V01 right side collided with the guardrail, V01 then rotated across southbound lanes then onto the left shoulder where V01 came to final rest facing in a northerly direction.


Manner of crash collision: V01 vs. guardrail.

REPORTING OFFICER

ID/Badge # 2646	Rank and Name TROOPER L. MINTO	Department FLORIDA HIGHWAY PATROL	Type of Department FHP
--------------------	-----------------------------------	--------------------------------------	---------------------------

SOUTHBOUND INTERSTATE 95 LANES



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p style="text-align: center; font-size: 1.2em;"> State Farm Mutual Automobile Insurance Company PO Box 106134 Atlanta GA 30348-6134 </p>	<p>A. Signature _____</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">  9590 9402 6571 1028 6062 22 </p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Mail <input type="checkbox"/> Mail Restricted Delivery (\$500)</p>
<p>7020 1290 0002 0120 8817</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	

U.S. Postal ServiceTM
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

\$

Total Postage and Fees

\$

Postmark Here

Sent To *State Farm Mutual Automobile Ins.*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

State Farm Mutual Automobile
Insurance Company
PO Box 106134
Atlanta GA 30348-6134



270 Muñoz Rivera Ave, Suite 360
San Juan, Puerto Rico 00918

EXHIBIT D

Providing Insurance and Financial Services
Home Office, Bloomington, IL



September 14, 2021

Msp Recovery Claims Series Llc
2701 S Le Jeune Rd FL 11th
Coral Gables FL 33134-5809

State Farm Claims
PO Box 106134
Atlanta GA 30348-6134

RE: Claim Number: [REDACTED]
Date of Loss: May 6, 2018
Our Insured: [REDACTED]

To Whom It May Concern:

Please allow this letter to confirm receipt of your correspondence dated August 11, 2021 for the above captioned loss and the treatment provided to [REDACTED] by MSP Recovery (Neonatal Associates of Jacksonville, City of Oakland Park Fire/Rescue, Holy Cross Hospital) on date(s) of service (DOS) 5/6/2018. Please note that this claim involves our revised policy language.

Upon review, your demand letter is deficient as it fails to meet the strict requirements outlined in F.S. §627.736(10). The statute requires all demand letters to state with specificity certain information relating to treatment provided, including by example an itemized statement specifying each exact amount, date of treatment, service or accommodation, the type of benefit claimed to be due, and a copy of the assignment of rights to the claim.

The ledger and/or copies of the bills that you submitted with your correspondence lists all charges incurred instead of providing an itemization of those charges claimed to be due as required by statute.

Pursuant to the Third DCA ruling Rivera vs. State Farm Mutual Automobile Insurance Company, in order for an insured's pre-suit demand letter to comply with F.S. §627.736, it must provide the exact information listed in the statute. Because your demand letter is deficient, State Farm is unable to evaluate the alleged dispute in consideration of resolution.

Please note that your correspondence fails to strictly comply with Florida Statute 627.736(10) as it fails to include the proper acceptance address as specified by State Farm®. The correct address and attention to send PIP Demand letters for State Farm Insurance, pursuant to Florida Statute, is ATTN: Travis Houlihan, Section Manager, P.O. Box 106134 Atlanta, GA 30348 6134.

Please note that your correspondence fails to strictly comply with Florida Statute 627.736(10), as it fails to include a copy of the Assignment of Benefits.

Page 2
September 14, 2021

Please be advised we did not have your bill for 5/6/2018 /Neonatal Associates of Jacksonville prior to receipt of your 8/11/2021 correspondence. At your earliest convenience, please provide us with proof of submission to State Farm® along with a copy of the original CMS1500 or UB92 form within a timely manner for further consideration.

Your demand letter fails to include an Assignment of Benefits and also an Assignment of Recovery Rights.

A review of this claim indicates payment for DOS 5/6/2018 / City of Oakland Park Fire Rescue/Holy Cross Hospital was appropriate pursuant to both the terms and conditions of the policy of insurance under which the subject claim is being made, as well as Florida Statute 627.736. Therefore, no additional payment, interest, penalty or postage is due.

Please be advised the PIP and/or MPC benefits have been paid to the coverage limits. Therefore, we will be unable to honor any further medical bills resulting from the above referenced accident. If there is other insurance, you may want to consider filing future billing(s) to that company.

We have received your request for a PIP log. Please be advised pursuant to the Florida PIP Statute 627.736 as well as the court's ruling in Progressive American Insurance Company, et al. v Rural/Metro Corporation of Florida (994 SO. 2d 1202), State Farm® is not required to provide you with a PIP log nor are you entitled to receive same.

State Farm® considers this letter responsive to your demand for payment and the requests therein. Should you disagree with the above, or if you have further questions, please do not hesitate to contact me. We reserve our right to raise any defenses concerning the validity of the demand letter or any other defenses that relate to this claim for No-Fault benefits.

Sincerely,

Carolynn Duffy
Claim Specialist
(844) 292-8615 Ext. 8633182083
Fax: (844) 218-1140

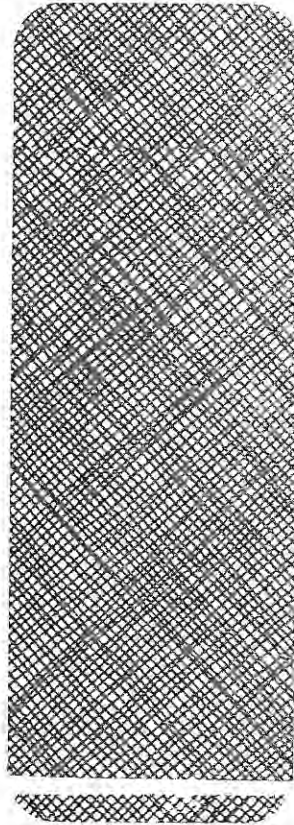
State Farm Mutual Automobile Insurance Company



Auto PIP A1 - PIP/MPC
P.O. Box 106134
Atlanta, GA 30348-6134

PRESORTED FIRST-CLASS

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
STATE FARM



166-3801.1-27 08-16-2019

E7

IUC-IP1

39134



<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input checked="" type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2022-017956-CC-25
PLAINTIFF(S) MSP Recovery Claims Series 44, LLC	VS. DEFENDANT(S) State Farm Mutual Automobile Insurance Company	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): State Farm Mutual Automobile Insurance Company

c/o Chief Financial Office

200 E. Gaines Street

Tallahassee, FL 32399

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Natalie M. Rico / Jordan M. Macejka

whose address is: Milberg Coleman Bryson Phillips Grossman, PLLC

2701 S. LeJune Road, 10th Floor

Coral Gables, FL 33134

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	DEPUTY CLERK	DATE
---	--------------	------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alian Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input checked="" type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2022-017956-CC-25
PLAINTIFF(S) MSP Recovery Claims Series, LLC	VS. DEFENDANT(S) State Farm Mutual Automobile Insurance Company	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): State Farm Mutual Automobile Insurance Company

c/o Chief Financial Office

200 E. Gaines Street

Tallahassee, FL 32399

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Natalie M. Rico / Jordan M. Macejka

whose address is: Milberg Coleman Bryson Phillips Grossman, PLLC

2701 S. LeJune Road, 10th Floor

Coral Gables, FL 33134

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	DEPUTY CLERK	DATE
---	--------------	------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input checked="" type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2022-017956-CC-25
PLAINTIFF(S) MSP Recovery Claims Series 44, LLC	VS. DEFENDANT(S) State Farm Mutual Automobile Insurance Company	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): State Farm Mutual Automobile Insurance Company

c/o Chief Financial Office

200 E. Gaines Street

Tallahassee, FL 32399

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Natalie M. Rico / Jordan M. Macejka

whose address is: Milberg Coleman Bryson Phillips Grossman, PLLC

2701 S. LeJune Road, 10th Floor

Coral Gables, FL 33134

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS	 325218 DEPUTY CLERK	DATE 7/13/2022
--	---	--------------------------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. <input checked="" type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2022-017956-CC-25
PLAINTIFF(S) MSP Recovery Claims Series, LLC	VS. DEFENDANT(S) State Farm Mutual Automobile Insurance Company	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): State Farm Mutual Automobile Insurance Company

c/o Chief Financial Office

200 E. Gaines Street

Tallahassee, FL 32399

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Natalie M. Rico / Jordan M. Macejka

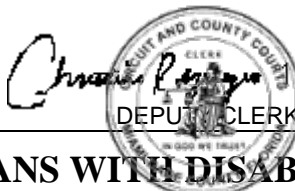
whose address is: Milberg Coleman Bryson Phillips Grossman, PLLC

2701 S. LeJune Road, 10th Floor

Coral Gables, FL 33134

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

HARVEY RUVIN CLERK of COURTS		DATE 7/13/2022
--	---	--------------------------

**AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE**

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alian Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

MSP RECOVERY CLAIMS, SERIES LLC

PLAINTIFF(S)

VS.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

DEFENDANT(S)

SUMMONS, COMPLAINT, CIVIL COVER SHEET

CASE #: 2022-017956-CC-25
COURT: ELEVENTH JUDICIAL CIRCUIT COURT
COUNTY: MIAMI-DADE
DFS-SOP #: 22-000245163

NOTICE OF SERVICE OF PROCESS

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the Chief Financial Officer of the State of Florida. Said process was received in my office by ELECTRONIC DELIVERY on Wednesday, July 13, 2022 and a copy was forwarded by ELECTRONIC DELIVERY on Thursday, July 14, 2022 to the designated agent for the named entity as shown below.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
LYNETTE COLEMAN
1201 HAYS STREET
TALLAHASSEE, FL 32301

***Our office will only serve the initial process(Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule #1.080**



Jimmy Patronis
Chief Financial Officer

JOHN H. RUIZ
FLORIDA BAR LAWYER
MSP RECOVERY LAW FIRM
2701 S. LEJEUNE RD., 10TH FLOOR
MIAMI, FL 33134

DR1

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-017956-CC-25

MSP RECOVERY CLAIMS SERIES, LLC

PLAINTIFF,

V.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

DEFENDANT.

_____ /

DEMAND FOR JURY TRIAL

COMES NOW, STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY, by and through the undersigned counsel, and hereby pursuant to Fla. Sm. CI. R.
7.150 and F.R.C.P. 1.430, demands a TRIAL BY JURY ON ALL ISSUES SO TRIABLE AS A
MATTER OF RIGHT.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by
E-mail to: Natalie M. Rico Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC at
Nrico@milberg.com, this 27th day of July, 2022.

KUBICKI DRAPER
9100 S. Dadeland Blvd.,
Suite 1800
Miami, FL 33156
Direct Line: 305-982-6708
JD-KD@kubickidraper.com

BY: /s/ Jarred S. Dichek
JARRED S. DICHEK
FL BAR# 15978

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-017956-CC-25

MSP RECOVERY CLAIMS SERIES, LLC

PLAINTIFF,

V.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

DEFENDANT.

DEFENDANT'S NOTICE OF COMPLIANCE WITH RULE 2.516(b)(1)
AND DESIGNATION OF E-MAIL ADDRESS

COMES NOW STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY, and files this Notice of Designation of Primary Email Address for service of
pleadings **only** in compliance with Florida Rule of Judicial Administration 2.516 (b) (1). Primary
email address shall be: JD-KD@kubickidraper.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by
E-mail to: Natalie M. Rico Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC at
Nrico@milberg.com , this 27th day of July, 2022.

KUBICKI DRAPER
9100 S. Dadeland Blvd.,
Suite 1800
Miami, FL 33156
Direct Line:305-982-6708
JD-KD@kubickidraper.com

BY: /s/ Jarred S. Dichek

JARRED S. DICHEK
FL BAR# 15978

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-017956-CC-25

MSP RECOVERY CLAIMS SERIES, LLC

PLAINTIFF,

V.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

DEFENDANT.
_____ /

NOTICE OF APPEARANCE

COMES NOW, JARRED S. DICHEK, of the law firm of KUBICKI DRAPER, P.A., and files this, his Notice of Appearance on behalf of Defendant, **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**, Individually, in the above styled matter, and requests that copies of all future pleadings and correspondence in this case be directed to his attention.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-mail to: Natalie M. Rico Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC at Nrico@milberg.com, this 27th day of July, 2022.

KUBICKI DRAPER

Attorneys for the Defendant

9100 S. Dadeland Blvd.,

Suite 1800

Miami, Florida 33156

Direct Line: 305-982-6711

Email: JD-KD@kubickidraper.com

BY: /s/ Jarred S. Dichek

JARRED S. DICHEK, ESQ

Florida Bar No. 15978

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-017956-CC-25

MSP RECOVERY CLAIMS SERIES, LLC

PLAINTIFF,

V.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

DEFENDANT.
_____ /

**NOTICE OF APPEARANCE OF CO-COUNSEL AND
DESIGNATION OF EMAIL ADDRESS**

COMES NOW, Barbara E. Fox, Esquire of the law firm of KUBICKI DRAPER, and files this, her Notice of Appearance as Co-Counsel on behalf of Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, in the above styled matter, and requests that copies of all future pleadings and correspondence in this case be directed to his attention.

Designation of Primary Email Address for service of pleadings **only** in compliance with Florida Rule of Judicial Administration 2.516; the primary email address will be:

BF-KD@kubickidraper.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-mail to: Natalie M. Rico Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC at Nrico@milberg.com, this 28th day of July, 2022.

KUBICKI DRAPER, P.A.
Counsel for Defendant
9100 S Dadeland Blvd., Suite 1800
Miami, Florida 33156
Direct Line: (305) 982-6634
Facsimile: (305) 374-7846
E-Service: bf-kd@kubickidraper.com

By: /s/ Barbara Fox
BARBARA E. FOX, ESQ.
Florida Bar Number: 155608

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-017956-CC-25

MSP RECOVERY CLAIMS SERIES, LLC

PLAINTIFF,

V.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

DEFENDANT.
_____ /

**NOTICE OF APPEARANCE OF CO-COUNSEL AND
DESIGNATION OF EMAIL ADDRESS**

COMES NOW, Caryn L. Bellus, Esquire of the law firm of KUBICKI DRAPER, and files this, her Notice of Appearance as Co-Counsel on behalf of Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, in the above styled matter, and requests that copies of all future pleadings and correspondence in this case be directed to his attention.

Designation of Primary Email Address for service of pleadings **only** in compliance with Florida Rule of Judicial Administration 2.516; the primary email address will be:

CB-KD@kubickidraper.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-mail to: Natalie M. Rico Esq., of Milberg Coleman Bryson Phillips Grossman, PLLC at Nrico@milberg.com, this 28th day of July, 2022.

KUBICKI DRAPER, P.A.
Counsel for Defendant
9100 S Dadeland Blvd., Suite 1800
Miami, Florida 33156
Direct Line: (305) 982-6634
Facsimile: (305) 374-7846
E-Service: cb-kd@kubickidraper.com

By: /s/ Caryn L. Bellus, Esq.
CARYN L. BELLUS, ESQ.
Florida Bar Number: 060445